tionally privileged? The answers given by the courts differ. In *Owen* v. *Ogilvie Publishing Co.*, (1898) 32 App. Div. 465, 53 N. Y. Supp. 1033, it was held that the dictation of a libellous letter by the manager of a corporation to a stenographer, an employee of the corporation, who copied and mailed the same, did not constitute publication by the corporation. The court said, "There was in fact but one act by the corporation, and those engaged in the performance of it are not to be regarded as third parties, but as common servants engaged in the act." In *Central of Georgia Ry. Co.* v. *Jones,* (1916) 18 Ga. App. 414, 89 S. E. 429, in *Cartwright-Caps Co.* v. *Fischel & Kaufman,* (1917) 113 Miss. 359, 74 So. 278, and in *Prins* v. *Holland-North America Mortgage Co.* (1919) 107 Wash. 206, 181 Pac. 680, the same rule was followed. In *Morgan* v. *Wallis* (1917 K. B. Div.) 33 T. L. R. 495, commented upon in 17 MICH L. REV. 187, it was held that there was not such a publication on the part of a private individual by the dictation to his typist as creates a liability for libel. Obviously, where the court holds there is no publication, the question of privilege does not arise. A number of courts, however, hold that in such cases there is publication. In *Pullman* v. *Hill,* [1891] 1 Q. B. 524 (C. A.), it was held that the dictation of a libel by an officer of a mercantile company to a stenographer employed by it, and its delivery to an office boy to have press copies made, amounted to publications, that the publications were not conditionally privileged, and hence were actionable. The court held there was no conditional privilege because, as it said, the defendant clearly had no duty to make the communication to the stenographer, nor had the latter any interest in the matter. The case was followed in *Gambrill* v. *Schooley,* (1901) 93 Md. 48, where a private individual made the dictation to his confidential stenographer, and similarly, in *Ferdon* v. *Dickens,* (1909) 161 Ala. 181, 49 So. 888. In *Boxsius* v. *Goblet Frères* [1894] 1 Q. B. 842, it was held that the dictation of a libellous letter by a solicitor to his stenographer in the interest of a client's business, was a publication, but that it being in performance of the solicitor's duty to his client was privileged on the part of the solicitor, and that this privilege covered the ordinary method of performing his duties, including dictation of his letters to his stenographers. In *Edmondson* v. *Birch & Co., Ltd.,* [1907] 1 K. B. 371, the court said that where as between two business firms a communication of libellous matter was conditionally privileged, that privilege covered all the reasonable means of exercising it and those reasonable means might include the introduction of third persons. Where the communication is conditionally privileged between the principal parties, this doctrine, in view of modern business methods, seems most reasonable. Where, as in the principal case, the communication is direct to the plaintiff and does not involve the question of privilege as between the sender and receiver, the basis of the decision in the principal case recommends itself, i. e., where the communication is made to those who, in the natural course of their employment, have a duty to perform with regard to it, the communication is conditionally privileged, and in the absence of malice, is not actionable.

LIBEL AND SLANDER; SLANDER OF TITLE.—One Jass owned a farm, and gave a mortgage on it to defendant, which, since Mrs. Jass was away and

could not execute it, was not recorded. Subsequently Jass conveyed to plaintiff by warranty deed, presumably giving plaintiff no notice of the mortgage. Defendant, hearing of conveyance, recorded the mortgage without Mrs. Jass' signature, to secure any interest he might still have. Plaintiff's prospective purchaser refused to purchase, and plaintiff brings action for slander of title. *Held,* defendant was not liable. *Kelly & First State Bank* v. *Rothsay,* (Minn., 1920) 177 N. W. 347.

Where the plaintiff possesses an estate in property, an action lies against one who maliciously and falsely denies or impugns plaintiff's title, if any damage is thereby suffered by plaintiff. *Dodge* v. *Colby,* 108 N. Y. 445; *Linville* v. *Rhoades,* 73 Mo. App. 217; ODGERS, LIBEL AND SLANDER, [5th Ed.] p. 79; NEWELL, SLANDER AND LIBEL, [3rd Ed.] p. 254; see Ann. Cas. 1913C, 1360. The gist of the action is the damage to the plaintiff. *Kendall* v. *Stone,* 5 N. Y. 14; *Felt* v. *Germania Life Ins. Co.,* 133 N. Y. S. 519. An interesting speculation arises where a conveyor of land whose first grantee fails to record, proceeds to convey to a second grantee who records, in those states where the first grantee recording without notice has priority, as to whether the first grantee could sue his grantor for slander of title. One advantage of this remedy is in the possibility of exemplary damages. *Hopkins* v. *Drowne,* 21 R. I. 20. Malice is essential to the maintenance of the action, *Walkley* v. *Bostwick,* 49 Mich. 374; but intermeddling with the property of others with which one is not concerned is deemed malice. ODGERS, LIBEL AND SLANDER, [5th Ed.] p. 80. The plaintiff must have title, *Edwards* v. *Burris,* 60 Cal. 157, but in the situation just suggested the plaintiff had title at the time the second conveyance was made, and by the familiar rule of estoppel, the defendant is estopped from denying present title in the plaintiff, his grantee. The action of slander of title has been maintained where defendant advertised and sold under a false mortgage, *Gare* v. *Condon,* 87 Md. 368; where defendant fraudulently recorded a deed to himself, *Smith* v. *Autry,* 169 Pac. 623; where defendant filed a claim against the land, *Collins* v. *Whitehead,* 34 Fed. 121; where defendant, a subsequent grantee, recorded subsequently to plaintiff, the prior grantee, in Louisiana, where the peculiar action of slander to try title lies. *Atchafalaya Land Co., Ltd.,* v. *Brownell-Drews Lumber Co., Ltd.,* 130 La. 657. Generally, the plaintiff must show that the slander prevented an actual sale; see *Lindon* v. *Graham,* 8 N. Y. Super. Ct. 670; *Felt* v. *Germania Life Ins. Co., supra* But it would seem that the purpose of this requirement is to show the special damage, and in our hypothetical situation, where the plaintiff has lost all of his property, he should have the remedy as well as one whose property has simply not brought as high a price as it might have.

MASTER AND SERVANT—SCOPE OF EMPLOYMENT—EMPLOYER'S LIABILITY TO THIRD PERSONS.—The plaintiff, a minor child, while riding upon defendant's truck by permission of the driver, sustained serious injuries by reason of the driver's wanton negligence. It was conceded that it was against the driver's express orders to allow anyone to ride with him. In an action for damages against the employer, it was *held,* the employer was liable. *Higbee Co.* v. *Jackson,* (Ohio, 1920), 128 N. E. 61.